

Master Contract Number

T01-MST-007

for

Toll-Free Calling and Support Services

Between the

Department of Information Services

and

AT&T Corp.

Effective Date: Date 5-4-2001

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Schedule A:	<i>Price List</i>

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Exhibit A	State's Request for Quotations, dated
Exhibit B	Contractor's Response, dated February 27, 2001, as amended.

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Attachment 1:	AT&T Contract Tariff Service Order Attachment
Attachment 2:	AT&T Intrastate Services Service Order Attachment

State of Washington
Department of Information Services
PO Box 42445
512 - 12th Avenue SE
Olympia, Washington 98504-2445
Master Contract Terms and Conditions
For the Provision of
Toll-Free Calling and Support Services

Master Contract Number T01-MST-007

Parties

This Master Contract is entered into by and between the state of Washington acting through the **Department of Information Services**, an agency of Washington State government (hereinafter "DIS"), and **AT&T Corp.**, licensed to conduct business in the state of Washington, (hereinafter "Contractor") for the provisioning of Toll-Free Calling and Support Services (hereinafter "Services") to the State.

Recitals

Whereas, the State of Washington, acting by and through the Department of Information Services, seeks a Master Contract for Toll Free Calling Services; and

Whereas, the Department of Information Services has determined, through an open and competitive acquisition process, that entering into a Master Contract with AT&T Corp. will meet the needs of Purchasers and will be in the State's best interest;

Now therefore, DIS hereby awards to Contractor this Master Contract to furnish Toll-Free Calling and Support Services to Purchasers at the prices set forth on Schedule A in accordance with the terms and conditions set forth herein.

This Master Contract is a non-exclusive, optional-use Contract that neither financially binds the State nor otherwise obligates the State to purchase any Services hereunder. Nor does this Master Contract prevent the State from purchasing the same or similar Services from other sources

This Master Contract consists of these General Terms and Conditions, the attached Exhibits and Schedules and all service attachments ("Attachments") attached hereto or subsequently signed by the parties and that reference this Master Contract (collectively, this "Master Contract" or "Agreement").

1. Definitions

"Applicable Tariff" shall mean the federal and state tariffs, or service guides published in place of such tariffs, of Contractor applicable to the services provided under this Agreement.

"Affiliate" of a party means any entity that controls, is controlled by or is under common control with such party.

"Business Days and Hours" shall mean Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the state of Washington.

"Contractor" shall mean AT&T Corp., its employees and agents. **Contractor** also includes any firm, provider, organization, individual, or other entity performing services under this Master Contract. It shall also include any subcontractor retained by Contractor as permitted under the terms of this Master Contract.

"DIS Contract Administrator" shall mean the person designated by DIS as responsible for the maintenance and administration of this Master Contract, notices, reports and any other pertinent documentation or information. The DIS Contract Administrator may also conduct periodic performance or financial audits related to this Master Contract.

"DIS Contracting Officer" shall mean the Director of the Department of Information Services or the person(s) to whom signature authority has been delegated in writing.

"Price" shall mean charges, costs, rates, and/or fees charged for Services under this Master Contract (including the Applicable Tariffs) and shall be paid in United States dollars.

"Purchaser" shall mean DIS and any Washington State agencies, institutions, school districts and political subdivisions (e.g., counties, cities, public utility districts) as set forth in the Interlocal Cooperation Act, chapter 39.34 RCW.

"Specifications" shall mean the technical and other specifications set forth herein.

"State" shall mean DIS, any division, section, office, unit or other entity of DIS or any of the officers or other officials lawfully representing DIS. **State** may also include Purchaser.

"Toll-Free Calling and Support Services" or **"Services"** shall mean toll-free number services, support service, maintenance and product development purchased pursuant to this Master Contract.

Contract Term

2. Term

2.1. Initial Term. The initial term ("Term") of this Master Contract shall be two (2) years, commencing upon the date of its execution by DIS and approval by the appropriate regulatory agencies.

2.2. Subsequent Terms. This Contract may be extended by up to four (4) additional one (1) year terms: PROVIDED, That such subsequent terms shall be at Purchaser's option and

shall be effected by Purchaser giving written notice of its intent to extend this Contract to Vendor not less than sixty (60) calendar days, prior to the expiration of the then-current Term and Vendor accepting such extension prior to the expiration of such term.

- 2.3. Transition Period. Upon this Master Contract's termination or expiration, a transition period will exist to allow Purchasers to make the transition to a new Master Contract holder. Such transition period may extend for up to ninety (90) days; provided, DIS gives written notice to Contractor of DIS' intent to invoke such transition period, not less than sixty (60) days prior to contract expiration. During the transition period, Purchasers may continue to pay Contractor at the rates in Schedule A for Services received from Contractor. In the event Contractor is competitively awarded the new Master Contract, there shall be no transition period and Purchasers shall pay the rates established under the new Master Contract as of the new Master Contract's effective date.

3. Survivorship

The terms, conditions and warranties contained in this Master Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Master Contract shall so survive. Specifically, the terms of the sections titled **Limitation of Liability** shall survive the termination of this Master Contract. All such obligations that survive shall survive for two (2) years after contract termination or cancellation, as applicable.

Pricing, Invoice and Payment

4. Pricing

- 4.1. Contractor agrees to provide the Services to Purchasers at the prices set forth in the *Authorized Product and Price List* attached as Schedule A to this Master Contract. Such prices may not be increased during the term of this Master Contract except as set forth in this paragraph. Contractor reserves the right to increase from time to time the rates for the Services provided under this Agreement, regardless of any provisions in this Agreement that would otherwise stabilize rates or limit rate increases, relating to charges imposed on Contractor stemming from an order, rule or regulation of the Federal Communications Commission, the Commission or a court of competent jurisdiction, concerning: (i) payphone use charges, (ii) universal service fund ("USF") charges and (iii) presubscribed interexchange carrier charges ("PICCs"). AT&T will make rate adjustments under this provision as necessary.
- 4.2. Contractor agrees to participate in the Federal Communication Commission's E-rate discount program established pursuant to the Telecommunications Act of 1996, in accordance with the Schools and Libraries Division (SLD) of the Universal Service Administration Corporation (USAC) requirements. Both Contractor and Purchasers shall comply with all applicable program rules.

5. Taxes

Purchaser will pay sales and use taxes imposed on the Services at Purchaser's local rate and such taxes contemplated by the Applicable Tariffs, unless otherwise specifically excluded herein. Contractor shall pay all other taxes including, but not limited to, Washington Business and Occupation Tax, taxes based on Contractor's income, or taxes levied or assessed on Contractor's personal property.

6. Invoice and Payment

- 6.1. Contractor will submit properly itemized invoices to Purchaser. Invoices shall provide the following:
- a) Contractor's name and address and remittance address, if different;
 - b) Purchaser's name and address, and Purchase Order or Field Order number;
 - c) This Master Contract number (T01-MST-007);
 - d) The toll-free telephone number;
 - e) Call detail records displayed by toll-free number, with breaks at each toll-free number;
 - f) Description of Services, including price;
 - g) Applicable discounts;
 - h) Total invoice price, excluding sales tax;
 - i) Sales or other applicable taxes;
 - j) Total invoice price; and
 - k) Payment terms including any available prompt payment discounts.
- 6.2. Payments shall be due within thirty (30) days after receipt of properly prepared invoices.
- 6.3. Incorrect or incomplete invoices will be returned by Purchaser to Contractor for correction and reissue.
- 6.4. This Master Contract number (T01-MST-007) shall appear on all invoices, bills of lading, packages, and correspondence relating to this Master Contract.
- 6.5. If Purchaser fails to make timely payment, Contractor may invoice Purchaser one percent (1%) per month on the amount overdue or a minimum of \$1.00. Payment will not be considered late if a check or warrant is postmarked within thirty (30) days of receipt of Contractor's properly prepared invoice.

7. Overpayment to Contractor

Contractor shall promptly refund to Purchaser the full amount of any erroneous payment or overpayment made to Contractor, upon notice of such. If Contractor disputes Purchaser's determination, the dispute shall be resolved pursuant to the **Disputes** section of this Contract.

8. Advance Payment Prohibited

No advance payment shall be made for the Services furnished by Contractor under this Master Contract.

Contractor's Responsibilities

9. Tariffs

- 9.1. Contractor agrees to make all State or Federal tariff filings that are required by law or regulation and that are necessary for contract performance. Contractor shall provide State with copies of all such tariffs on the same day they are filed. Contractor shall certify that all terms, conditions, and prices in the tariff are as stated in this Master Contract, and that the tariff contains nothing inconsistent with the Master Contract.
- 9.2. If necessary, Contractor shall make any initial filing required to implement the contract within ten (10) calendar days after the effective date of this Master Contract. If such initial filing is not permitted to become effective by the appropriate regulatory body (30) calendar days after the date of contract award, the Customer shall have the right partially or entirely to terminate the contract without liability.
- 9.3. Before this Master Contract becomes effective, Contractor shall provide to Customer copies of its current tariffs which pertain to the provision of the service described herein.
- 9.4. After this Master Contract becomes effective, except for any filing pursuant to Section 9.1 hereof, Contractor agrees to provide copies of all revisions to tariffs or new tariffs that specifically pertain to this Master Contract or that may materially affect the Customer's rights or obligations under the contract. Contractor shall make no revisions to its tariffs that conflict with the Customer's rights under this Master Contract. If any ruling, order or determination of any regulatory agency or court of competent jurisdiction shall materially and adversely affect the Contractor's ability to offer services under the terms and conditions of this Master Contract, Contractor agrees to immediately develop a proposal that provides comparable service to Customer at rates equal to or less than those set forth in the contract, and under terms and conditions identical to those set forth in the contract, to the extent permissible under applicable legal and regulatory requirements. Such service may be provided under other existing tariffs (if this can be done at such tariffs' then effective rates without further revision) or under newly filed tariffs. If Contractor is unwilling or unable to develop such a proposal within ten (10) days of any such event, the Customer will have the right partially or entirely to terminate the contract without liability.

10. Switching

Contractor represents and warrants that, as of the Effective Date, Contractor operates a telephone switch utilizing SS7 protocols. Contractor agrees to utilize such switch for the purpose of carrying State's traffic.

11. RespOrg

Contractor agrees to serve as responsible organization ("RespOrg") for managing SMS records associated with toll-free numbers utilized by purchasers. Contractor further agrees that it will not transfer RespOrg responsibility for these SMS records to another entity without the consent of Purchasers.

12. Toll Free Service Availability/Reliability

12.1. Service Availability

Toll Free Service must be available 24 hours per day, every day of the year unless there are service issues beyond AT&T's control.

12.2. Service Performance

Toll Free Service must perform 99.75 percent of the time during a calendar month.

12.3. Out of Service Definition

Contractor's inability to deliver a toll free call to its predetermined destination due to carrier-related network problems shall be considered an "Out of Service" condition. This definition shall not cover problems due solely to Purchaser's network or equipment.

The existence of an Out of Service condition for 24 continuous hours (or more) shall allow the Purchaser, at its option, to terminate the affected Toll Free Number Service without termination liability or receive an Out of Service credit in an amount equal to the monthly recurring charge for the affected Toll Free Number Service for the month in which the outage occurred unless these outages are beyond AT&T's reasonable control.

An Out of Service Condition begins when the Customer reports to AT&T that the Service is interrupted and releases it for testing and repair. An Out of Service Condition ends when the Service is repaired and returned to the Purchaser. A Service is considered to be Out of Service when there has been a loss of continuity or AT&T and the Purchaser agree that the Service is unfit for the Purchaser's use.

Credit allowances for Out of Service Conditions are not applicable in the event of the following Out of Service Conditions:

1. Out of Service Conditions caused by the negligence of the Purchaser or others authorized by the Purchaser to use Service.
2. Out of Service Conditions due to the failure of power, systems or connections not provided by Contractor where the failure is outside the reasonable control of AT&T.
3. Out of Service Conditions during any period when the Purchaser has released a portion of Service for scheduled maintenance or rearrangement purposes, or for the implementation of a Purchaser order.
4. Out of Service Conditions during periods when the Purchaser elects not to release the portion of Service for testing and/or repair.
5. Out of Service Conditions from Purchaser Equipment.
6. Amounts less than one dollar.
7. Out of Service Conditions of less than 30 minutes.
8. Non-completion of calls due to Customer's network(s).

13. Service Installation

Within the boundaries of the State of Washington, Contractor must commit to installing Toll Free Number Service within forty-five (45) days of Purchaser's order for dedicated services. If a lack of facilities means that Contractor cannot meet the installation date, Contractor must notify Purchaser in writing of such circumstances within fifteen (15) days of Purchaser's order, to set a new installation date schedule. Contractor must commit to installing Toll Free Number Service within five (5) Business Days of Purchaser's order for switched services.

14. Purchaser Support Requirements

14.1. Help Desk Function

Contractor must provide general Purchaser assistance and information, which must include problem determination, tracking, reporting and follow-up with callers in the realm of the help desk function.

14.2. Contractor Support Functions

Contractor must provide the following:

- a) Database administration
- b) Single point of contact for problem resolution
- c) Single point of contact for service orders

14.3. Account Representatives

Contractor's in-state account representative is Gerald Marolda at (425)943-3519 or (253)549-0021.

14.4. Customer Service Number

Contractor's 24 hour, toll-free numbers for Purchasers to use for questions and assistance are found on Schedule B.

14.5. Adds/Moves/Changes

Contractor must respond to Purchaser's request for adds, moves or changes within five (5) Business Days of the request.

14.6. Invoices

Invoices must be submitted to Purchasers no later than the end of the month, for the previous month's activity. Invoices must be available on paper and by electronic media.

14.7. Maximum and Minimum Billing Increment

Contractor must bill in six-second increments or less. Contractor will not bill for busy signals or for calls abandoned prior to receiving answer supervision from the receiving switch. Contractor's minimum billing increment shall be six (6) second minimum for Dedicated Services and eighteen (18) second minimum for Switched Services:

15. Transition Planning

- 15.1. 1.1. For those Purchasers receiving Services from Contractor pursuant to that certain DIS-administered Master Contract for the Provision of Toll-Free Calling Services, Contract Number T01-MST-003, Contractor agrees, as of the Effective Date, to provide Services pursuant to the terms and subject to the conditions of this Master Contract without any transiti

- 15.2. on or termination penalty or obligation on behalf of Purchasers. At Purchaser's request, Contractor shall prepare a transition plan for initiation or termination of Services. This will include, but is not limited to, schedule, number portability, cutover.

16. Site Responsibilities

While on Purchaser's premises, Contractor, its agents, employees, or subcontractors shall conform in all respects with physical, fire, or other security regulations.

17. Protection of Confidential Information

- 17.1. Contractor acknowledges that some of the material and information which may come into its possession or knowledge in connection with the negotiation or performance of this Master Contract or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.17 RCW or other state or federal statutes ("Confidential Information"). Confidential Information includes, but is not limited to, call, telephone numbers and call detail records associated with the Service, or other information which may be used to identify individual recipients of State services. Vendor agrees to hold Confidential Information in strictest confidence and not to sell, distribute, or otherwise make use of Confidential Information for any purpose other than the performance of this Master Contract, to release it only to authorized employees or subcontractors requiring such information, and not to release or disclose it to any other party. Contractor agrees to release such information or material only to employees or Subcontractors who have signed a nondisclosure agreement, the terms of which have been previously approved by Purchaser. Vendor agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.
- 17.2. Immediately upon expiration or termination of this Contract, Vendor shall, at Purchaser's option: (i) certify to Purchaser that Vendor has destroyed all Confidential Information, or (ii) return all Confidential Information to Purchaser; or (iii) take whatever other steps Purchaser requires of Vendor to protect Purchaser's Confidential Information.

18. Contractor Commitments, Warranties and Representations

Any written commitment by Contractor expressly incorporated into this Master Contract shall be binding upon Contractor. Failure of Contractor to fulfill such a commitment may constitute breach and shall render Contractor liable for damages under the terms of this Master Contract.

EXCEPT AS EXPRESSLY PROVIDED IN THIS MASTER CONTRACT, CONTRACTOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. EQUIPMENT PROVIDED BY CONTRACTOR IN CONJUNCTION WITH THE SERVICE IS PROVIDED ON AN "AS IS" BASIS.

Purchaser's Authority and Responsibilities

19. Purchaser Use of Master Contract

- 19.1. This Master Contract may be used by authorized Purchasers only and is not for personal use. Reference of this Master Contract Number and/or Purchaser's signature on the order document signifies agreement to comply with such restrictions on the use of covered Services. Failure to abide by these restrictions may result in the Purchaser forfeiting the right to make future purchases under this Master Contract.
- 19.2. Purchaser shall also comply with the notice requirements set forth in the provision titled **Contractor's Proprietary Information**. Reference of this Master Contract Number and/or Purchaser's signature on the order document signifies agreement to comply with protection of Contractor's confidential or proprietary information.

Contract Administration

20. Notices

- 20.1. Any notice or demand or other communication required or permitted to be given under this Master Contract or applicable law shall be effective only if it is in writing, properly addressed, and delivered in person, or sent by facsimile transmission, or by a recognized courier service, or deposited with the United States Postal Service as first-class certified mail, postage prepaid and return receipt requested, to the parties at the following addresses or phone numbers:

20.2.

To Contractor at: → AT & T Corp.
Attn: Ronald Conklin
9160 Guilford Road
Columbia MD 21046
AT&T Corp.
Gerald J. Marolda
546 North Shore Blvd
Fox Island, WA 98333
Fax No. (253)549-4681

To DIS at:
State of Washington
Department of Information Services
Attn: **Contract Administrator**
PO Box 42445
512 - 12th Avenue SE
Olympia, WA 98504-2445
Fax number: (360) 664-0711

With a copy to:

Chief Commercial Counsel
AT&T Corp.
1875 Lawrence Street, 15th Floor
Denver, CO 80202
Fax number 303-298-6488

or to **Purchasers** at the address and fax number listed on their purchase order.

- 20.3. Notwithstanding RCW 1.12.070, such communications shall be effective upon the earlier of receipt or four (4) calendar days after mailing. The notice address and fax numbers as provided herein may be changed only by written notice as provided above.
- 20.4. In the event that a subpoena or other legal process commenced by a third party, related in any way to the Services provided pursuant to this Master Contract is served upon Contractor or Purchaser, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process.

21. Section Headings, Incorporated Documents and Order of Precedence

- 21.1. The headings used herein are inserted for convenience only and shall not control or affect the meaning or construction of any of the sections.
- 21.2. The documents listed in this Section 21.2 and attached to this Master Contract are hereby incorporated by this reference. In the event of any inconsistency in this Master Contract, it shall be resolved in the following order of precedence:
- a) Applicable federal and state statutes, laws, and regulations;
 - b) Provisions of this Master Contract (T01-MST-007);
 - c) Applicable Attachments to this Master Contract; T01-MST-007
 - d) Schedule A - *Price List*;
 - e) Exhibit B, Contractor's Response to the RFQ; and
 - f) Exhibit A, Request for Quotation to establish Master Contract for Toll-Free Calling and Support Services, RFQ Number T01-RFQ-009, dated February 27, 2001 (the "RFQ")

22. Entire Agreement

This Master Contract sets forth the entire agreement between the parties hereto with respect to the subject matter hereof and understandings, agreements, representations, or warranties not contained in this Master Contract or a written amendment hereto shall not be binding on either party. Except as provided herein, no alteration of any of the terms, conditions, delivery, price, quality, or specifications of this Master Contract will be effective without the written consent of both parties.

23. Authority for Modifications and Amendments

No modification, amendment, alteration, addition or waiver of any section or condition of this Master Contract shall be effective or binding unless in writing and signed by authorized representatives of Contractor and DIS.

24. Independent Status of Contractor

In the performance of this Master Contract, the parties will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint venturers, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever, nor will Contractor make any claim of right, privilege or benefit which would accrue to an employee under chapter 41.06 RCW, chapter 23B.16 RCW, or Title 51 RCW.

25. Governing Law

Except to the extent that federal law applies, this Master Contract shall be governed in all respects by the law and statutes of the state of Washington. Venue of any action hereunder shall

be in the Superior Court for Thurston County, Washington. Each party hereby consents to the exclusive jurisdiction thereof.

26. Subcontractors

Contractor may, with prior written permission from the DIS Contract Administrator, which consent shall not be unreasonably withheld, enter into subcontracts with third parties for performance of any part of Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce Contractor's liability to Purchaser or DIS for any breach in the performance of Contractor's duties. For purposes of this Master Contract, Contractor agrees that all subcontractors shall be deemed agents of Contractor. The Contractor is not liable for any act or omission of any other company furnishing a portion of the Toll Free Number Service, except as otherwise provided herein or where such act or omission is within the reasonable control or at the direction of Contractor. DIS acknowledges that Qwest Corporation and/or one of its affiliates, may be a third party provider with respect to the Toll Free Number Service. DIS hereby consents to the use by Contractor of such parties for any portions of the Toll Free Number Service. The parties acknowledge that Qwest Corporation and other local exchange companies that may provide access services to Contractor are not subcontractors of Contractor.

27. Assignment

- 27.1. With the prior written consent of DIS, which consent shall not be unreasonably withheld, Contractor may assign this Master Contract including the proceeds hereof: *provided that*, such assignment shall not operate to relieve Contractor of any of its duties and obligations hereunder, nor shall such assignment affect any remedies available to Purchaser or DIS that may arise from any breach of this Master Contract, its supplements, or warranties made herein, including but not limited to rights of setoff. Notwithstanding the foregoing, Contractor may assign this Master Contract to an Affiliate of Contractor without the prior written consent of DIS.
- 27.2. With the prior written consent of Contractor, which consent shall not be unreasonably withheld, DIS may assign this Master Contract to any public agency, commission, board, or the like, within the political boundaries of the state of Washington: *provided that*, such assignment shall not operate to relieve DIS of any of its duties and obligations hereunder.

28. Publicity

Contractor agrees to submit to DIS, all advertising, sales promotion, and other publicity matters, regardless of distribution method, relating to this agreement wherein Purchaser or DIS is mentioned or language is used which infers or implies a connection with Purchaser or DIS. Contractor further agrees not to publish or use, in any format, such advertising, sales promotion, or publicity matter without the prior written consent of DIS.

General Provisions

29. Save Harmless

Except to the extent of the intentional or negligent acts or omissions of DIS, its officials, agents and employees, Contractor shall protect, indemnify and save Purchaser and DIS harmless from

and against any damage, cost, or liability, resulting from any claim, including reasonable attorneys' fees, for any or all injuries to persons or damage to property arising from intentional, willful or negligent acts or omissions of Contractor, its officers, employees, agents, or subcontractors furnishing or supplying work or Services in connection with the performance of this Master Contract.

30. Industrial Insurance Coverage

Prior to performing work under this Master Contract, Contractor shall provide or purchase industrial insurance coverage for its employees, as may be required of an "employer" as defined in Title 51 RCW, and shall maintain full compliance with Title 51 RCW during the course of this Master Contract. Except as prohibited by law, Contractor waives all rights of subrogation against DIS and Purchaser for recovery of damages to the extent they are covered by workers compensation or other insurance required to be purchased by Contractor under this Master Contract. Purchaser will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under the industrial insurance laws during the performance of this Master Contract.

31. Licensing Standards

Contractor shall comply with all applicable local, state, and federal licensing requirements and standards necessary in the performance of this Master Contract. (See, for example, chapter 19.02 RCW for state licensing requirements and definitions.)

32. Compliance with Civil Rights Laws

During the performance of this Master Contract, Contractor shall comply with all federal and applicable state nondiscrimination laws, including but not limited to: Title VII of the Civil Rights Act, 42 U.S.C. 12101 *et seq.*; the Americans with Disabilities Act (ADA); and chapter 49.60 RCW, Washington Law Against Discrimination. In the event of Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Master Contract may be rescinded or terminated in whole or in part under the **Termination for Default** section, and Contractor may be declared ineligible for further Contracts with Purchaser. In addition to the cancellation of this Master Contract, Contractor may be subject to remedies under federal and state law.

33. Severability

The terms and conditions of this Master Contract are declared severable. If any term or condition of this Master Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application.

34. Rule of Construction as to Ambiguities

Each party to this Master Contract acknowledges that such party has reviewed this Agreement and participated in its drafting and agrees that no provision of this Master Contract shall be

construed against or interpreted to the disadvantage of a party by reason of such party having or being deemed to have drafted, structured or dictated such provision or provisions.

35. **Waiver**

Waiver of any breach of any term or condition of this Master Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Master Contract shall be held to be waived, modified, or deleted except by a written instrument signed by the parties hereto.

36. **Treatment of Assets**

- 36.1. Title to all property furnished by Purchaser shall remain vested in Purchaser. Title to all property furnished by Contractor, for which Contractor is entitled to reimbursement under this Master Contract, other than rental payments, shall pass to and vest in Purchaser under the **Title** provisions above. As used in this section **Treatment of Assets**, if the "property" is Contractor's proprietary, copyrighted works, only the applicable license if any, not title, passes to Purchaser.
- 36.2. Any property of Purchaser furnished to Contractor, unless otherwise provided herein or approved by Purchaser, shall be used only for the performance of this Master Contract.
- 36.3. Contractor shall be responsible for any loss or damage to property of Purchaser which results from willful misconduct or negligence on the part of Contractor or which results from the failure on the part of Contractor to maintain and administer that property in accordance with sound management practices, but only where Contractor has a duty to maintain or administer such property.
- 36.4. Upon loss, destruction, or damage to any Purchaser property, Contractor shall notify Purchaser thereof and shall take all reasonable steps to protect that property from further damage, where Contractor has such duty.
- 36.5. Contractor shall surrender to Purchaser all Purchaser's property prior to settlement upon completion, termination, or cancellation of this Master Contract.
- 36.6. All references to Contractor under this section shall also include Contractor's employees, agents, or subcontractors. The parties acknowledge that they do not anticipate that any property of Purchasers will be furnished to Contractor under this Master Contract.

37. **Contractor's Proprietary Information**

Contractor acknowledges that Purchaser is subject to chapter 42.17 RCW and that this Master Contract shall be a public record as defined in RCW 42.17.250 through 42.17.340. Any specific information that Contractor claims to be confidential or proprietary shall be clearly identified as such by Contractor. To the extent consistent with chapter 42.17 RCW, Purchaser shall maintain the confidentiality of all such information marked confidential or proprietary. If a request is made to view Contractor's proprietary information, Purchaser will notify Contractor of the request and of the date that the records will be released to the requester unless Contractor obtains a court order enjoining that disclosure. If Contractor fails to obtain the court order enjoining disclosure, Purchaser will release the requested information on the date specified.

Disputes and Remedies

38. Disputes

- 38.1. The parties will attempt to settle all disputes, controversies or claims, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, arising out of or relating to this Contract and the Services provided under this Contract (hereinafter collectively "Disputes"), through good faith negotiations, except for Disputes that are subject to the jurisdiction of the FCC and Disputes that are described in Section 38.3. Disputes not thus resolved shall be referred to an alternative dispute resolution procedure prior to initiating any litigation regarding any aspect of this Contract. Any party may initiate such proceedings and the disputants shall share equally in the costs therefor.
- 38.2. The parties, their representatives and participants and the arbitrator shall hold the existence, content and result of the arbitration in confidence to the extent consistent with RCW 42.17.310.
- 38.3. Disputes relating to matters that are subject to the primary jurisdiction of the FCC, a state Public Utility Commission or other regulatory body shall be exempt from the dispute resolution requirement described in Section 38.1. As to such Disputes, the claimant reserves the right to seek relief from a regulatory body having primary jurisdiction or a court of competent jurisdiction, as appropriate.
- 38.4. Any initial demand for dispute resolution pursuant to Section 38.1. and any legal action pursuant to Section 38.3. must begin within two (2) years after the cause of action arises.

39. Attorneys' Fees and Costs

If any party brings litigation to enforce any term, condition, or section of this Master Contract, or as a result of this Master Contract in any way, the prevailing party shall be awarded its reasonable attorneys' fees together with necessary fees, expenses, and costs incurred for such litigation at both trial and appellate levels, as well as subsequent to judgement in obtaining execution thereof.

40. Non-Exclusive Remedies

The remedies provided for in this Master Contract shall not be exclusive but are in addition to all other remedies available under law.

41. Limitation of Liability

- 41.1. The parties agree that neither Contractor nor Purchaser shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, punitive, reliance or special damages. The damages specified in the sections titled **Review of Contractor's Records** and **Termination for Default** are not consequential, incidental, indirect, punitive, reliance or special damages as those terms are used in this section. EITHER PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDIES, FOR ANY DAMAGES CAUSED BY ANY SERVICE DEFECT OR FAILURE, OR FOR OTHER CLAIMS ARISING IN CONNECTION WITH (i) FOR BODILY INJURY OR DEATH TO ANY PERSON, OR REAL OR TANGIBLE PROPERTY DAMAGE, NEGLIGENTLY CAUSED BY A PARTY, OR DAMAGES

ARISING FROM THE WILLFUL MISCONDUCT OF A PARTY, THE OTHER PARTY'S RIGHT TO PROVEN DIRECT DAMAGES;

(ii) FOR DAMAGES OTHER THAN THOSE SET FORTH IN (i) ABOVE, EACH PARTY'S DAMAGES SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED PER CLAIM (OR IN THE AGGREGATE DURING ANY TWELVE (12) MONTH PERIOD) AN AMOUNT EQUAL TO THE TOTAL NET PAYMENTS MADE BY DIS AND PURCHASERS FOR THE SERVICE DURING THE THREE (3) MONTHS PRECEDING THE MONTH IN WHICH THE DAMAGE OCCURRED.

CONTRACTOR SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY YOU OR THIRD PARTIES; SERVICE INTERRUPTIONS OR LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR, UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF YOUR, USERS' OR THIRD PARTIES' APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORK OR SYSTEMS.

- 41.2. Neither Contractor nor Purchaser shall be liable for damages arising from causes beyond their reasonable control and without the fault or negligence of either Contractor or Purchaser. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of a governmental body other than Purchaser acting in either its sovereign or contractual capacity, war, explosions, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the delays shall be beyond the reasonable control and without fault or negligence of Contractor, Purchaser, or their respective subcontractors.
- 41.3. If delays are caused by a subcontractor without its fault or negligence, neither Contractor nor Purchaser shall be liable for damages for delays, unless the Services were obtainable on comparable terms from other sources in sufficient time to permit Contractor or Purchaser to meet its required performance schedule.
- 41.4. Neither party shall be liable for personal injury or damage to the other party's property except personal injury or damage to property proximately caused by such party's respective fault or negligence.

Contract Termination

42. Termination for Default

- 42.1. If Contractor violates any material term or condition of this Master Contract or fails to fulfill in a timely and proper manner its material obligations under this Master Contract, the DIS Contract Administrator or the affected Purchaser shall give Contractor written notice of the failure or violation, and the failure or violation shall be corrected by Contractor within thirty (30) calendar days or as otherwise mutually agreed. If such breach is not capable of cure within thirty (30) days, Contractor must commence cure within such thirty (30) day period and diligently pursue completion of such cure. If Contractor's failure or violation is not so corrected, Purchaser, at its option, may pursue immediate termination of an order or this Master Contract, as appropriate. In such event, this Master Contract may be terminated immediately by written notice from the DIS Contracting Officer to Contractor or Purchaser's order may be terminated by written

notice from Purchaser to Contractor. Contractor reserves the right to dispute any such termination by DIS or Purchaser.

- 42.2. In the event DIS terminates this Master Contract pursuant to Section 42.1, DIS shall have the right to procure the Services that are the subject of this Master Contract on the open market and Contractor shall be liable for :

The cost difference between the original Master Contract price for the Services and the replacement costs of such Services acquired from another vendor, but only for the balance of the then-current term of this Master Contract;

- 42.3. If either DIS or Purchaser violates any material term or condition of this Master Contract or fails to fulfill in a timely and proper manner its performance obligations under this Master Contract, then Contractor shall give the DIS Contracting Officer or Purchaser, as appropriate, written notice of such failure, which shall be corrected by DIS or Purchaser within thirty (30) calendar days. If such failure to perform is not so corrected, Purchaser's order may be terminated by written notice from Contractor to Purchaser or, if appropriate, this Master Contract may be terminated immediately by written notice from Contractor to the DIS Contracting Officer.
- 42.4. If it is determined the failure to perform is without the defaulting party's control, fault, or negligence; the termination shall be deemed a Termination for Convenience.
- 42.5. This section shall not apply to any failure to perform that results from the willful or negligent acts or omissions of the aggrieved party.

43. Termination for Convenience

- 43.1. When it is in the best interest of Purchaser or DIS, the DIS Contracting Officer may terminate this Master Contract, in whole or in part, by fourteen (14) calendar days written notice to Contractor. Invocation of the **Termination for Withdrawal of Authority** or **Termination for Non-Allocation of Funds** sections shall be deemed a Termination for Convenience but will not require such fourteen (14) calendar days written notice.
- 43.2. If this Master Contract is so terminated, Purchaser is liable only for payments required by the terms of this Master Contract for Services received and accepted by Purchaser prior to the effective date of termination.

44. Termination for Withdrawal of Authority

In the event that the authority of Purchaser or DIS to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Master Contract and prior to normal completion, DIS may terminate this Master Contract under the **Termination for Convenience** section. No penalty shall accrue to Purchaser or DIS for exercising its rights under this section. This section shall not be construed to permit DIS to terminate this Master Contract to acquire similar Services from a third party.

45. Termination for Non-Allocation of Funds

If funds are not allocated to continue this Master Contract in any future period, Purchaser or DIS will not be obligated to pay any further charges for Services, including the net remainder of agreed to consecutive periodic payments remaining unpaid beyond the end of the then-current period. In such case, Purchaser or DIS agrees to notify Contractor at the earliest possible opportunity of such non-allocation. No penalty shall accrue to Purchaser or DIS for exercising its rights under this section. This section shall not be construed to permit Purchaser or DIS to terminate this Master Contract to acquire similar Services from a third party.

46. Termination for Conflict of Interest

DIS may terminate this Master Contract by written notice to Contractor if DIS determines, after due notice and examination, that any party has violated chapter 42.52 RCW, Ethics in Public Service or any other laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event this Master Contract is terminated for conflict of interest, DIS shall be entitled to pursue the same remedies against Contractor as it could pursue in the event Contractor breaches this Master Contract.

47. Termination Procedure

- 47.1. Upon termination of all or part of this Master Contract and in addition to any other rights provided in this Master Contract, DIS may require Contractor to deliver to Purchaser or DIS, as appropriate, any property or Services specifically produced or acquired for the performance of such part of this Master Contract as has been terminated.
- 47.2. Unless otherwise provided herein, Purchaser shall pay to Contractor the agreed-upon price, if separately stated, for Services received and accepted by Purchaser, *provided that*, in no event shall Purchaser pay to Contractor an amount greater than Contractor would have been entitled to if this Master Contract had not been terminated. Failure to agree with such determination shall be a dispute within the meaning of the **Disputes** section of this Contract. Purchaser may withhold from any amounts due Contractor for such Services, such sum as Purchaser determines necessary to protect Purchaser from potential loss or liability.
- 47.3. Within thirty (30) calendar days of notice, Contractor shall pay any damages due DIS or Purchaser.

Activity Reporting and Administration Fee

48. DIS Master Contract Administration Fee and Collection

- 48.1. All purchases made under this Master Contract are subject to a DIS Master Contract Administration Fee, collected by Contractor and remitted to DIS.
- 48.2. The Master Contract Administration Fee is one half of one percent (.5% or .005) of the purchase price. The purchase price is defined as total invoice price less sales tax. Although school and library Purchasers may be entitled to receive E rate discounts from Contractor, the Master Contract Administration Fee shall be computed on the full purchase price.

- 48.3. The Master Contract Administration Fee shall be invoiced by Contractor to all Purchasers as a separate detailed line item on Purchaser's invoice.
- 48.4. Contractor shall remit the Master Contract Administration Fee directly to the DIS Contract Administrator on a quarterly basis in the form of a check through the DIS toll free account.

49. Master Contract Activity Reporting

- 49.1. Contractor shall submit to the DIS Contract Administrator a monthly Activity Report of all Services purchases made under this Master Contract. The report shall identify:
 - a) This Master Contract number (T01-MST-007);
 - b) Each Purchaser making purchases during that month;
 - c) The total number of toll-free numbers purchased by each Purchaser by type of service, i.e., dedicated versus switched;
 - d) The total invoice price, excluding sales tax, for each Purchaser;
 - e) The sum of all invoice prices, excluding sales tax, for all Purchasers; and
- 49.2. The Activity Report shall be submitted by the fifteenth (15th) calendar day of the month following the month in which Contractor invoiced Purchaser. Contractor shall submit this report according to the layout specified by the DIS Contract Administrator.
- 49.3. This report may be corrected or modified by the DIS Contract Administrator with subsequent written notice to Contractor.
- 49.4. Monthly reports are required even if no activity occurred.

50. Special Reports

Contractor agrees to provide to DIS, within thirty days of receipt of a written request by the DIS Contract Administrator, a current list of all Purchasers receiving Services from Contractor, together with address and contact information associated with individual Purchasers.

51. Failure to Remit Reports/Fees

- 51.1. Failure of Contractor to remit reports pursuant to this Section may be considered a failure to perform on the part of Contractor, which may result in DIS terminating this Master Contract with Contractor
- 51.2. The DIS Contract Administrator will notify Contractor of any Purchaser who has forfeited its right to purchase under this Master Contract. After such notification, any sale by Contractor under this Master Contract to a forfeiting Purchaser may be considered failure to perform by Contractor.
- 51.3. If the performance issues are resolved, DIS, at its option, may reinstate a Contractor's participation or a Purchaser's right to purchase.

Contract Execution

52. Authority to Bind

The signatories to this Master Contract represent that they have the authority to bind their respective organizations to this Contract. Either party may deliver the signed contract by facsimile to the other party, provided that the party delivering such facsimile shall deliver the original signature within seventy-two (72) hours.

53. Counterparts

This Master Contract may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of the Master Contract signed by each party, for all purposes.


In Witness Whereof, the parties hereto, having read this Master Contract in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

APPROVED

State of Washington
Department of Information Services

APPROVED

AT&T Corp.



Signature

Mike McVicker

Print or Type Name

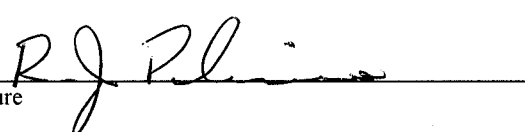
Assistant Director

Title

5/2/01

Date

Approved as to Form



Signature

R.J. Palseno

Print or Type Name

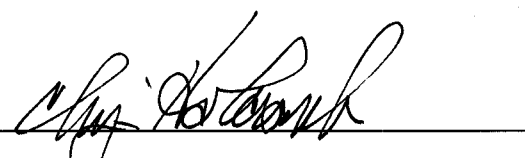
District Manager

Title

Date

5/4/01

Date



Chip Holcomb

Assistant Attorney General

Title

5/2/01

Date

AT&T GOVERNEMENT SOLUTIONS

STATE OF WASHINGTON ACCOUNT CONTACTS

Gerald J. Marolda Client Business Manager Marolda@att.com	WA State Manager. Point of Contact for all Escalations.	425-943-3519 / 253-265-4322 Cellular: 253-973-4103 Fax: 253-265-4323
Grant A. Ross Senior Data/IP Specialist Gross@att.com	Consulting for all Internet Data Transport Services, and Professional Services.	425-943-3558 / 253-639-9419 Cellular: 206-617-9174 Fax: 253-630-3366
Dennis Kuenzi Senior Voice Specialist denniskuenzi@att.com	Consulting for all Voice Services.	503-295-5178 (this number dials out to a pager) Fax: 503-295-5067
Victoria Maxwell Program Manager Vmaxwell@att.com	Responsible for Service Installation and Account Support.	425-844-2064 / 425-943-3391 Pager: 206-989-3321 Fax: 425-844-3862
Maureen Huff Program District Manager mhuff@att.com	Point of Escalation for all Billing and Ordering Issues. Next Point of Escalation After Victoria Maxwell.	630-279-7586 Pager: 630-223-7967 Fax: 630-279-8263
Charles (Mack) Gardner Program Division Manager mackgardner@ems.att.com	Point of Escalation for all Billing and Ordering Issues. Next Point of Escalation After Maureen Huff.	703 506-5206 Fax: 703-448-6890
Margo Randol Dedicated Voice Specialist mcrandol@att.com	Dedicated (T1) Voice Ordering and Provisioning.	405-241-0395 Pager: 405-629-7737
Cynecia Winley Data Customer Care Specialist Ordering Cwinley@att.com	Data Ordering and Questions.	703-691-5200 866-541-9791 prompt 1 Ext. 5200 Fax: 703-691-5350
Lucretia Smith Voice Customer Care Specialist Ordering lucretiasmith@ems.att.com	Switched Voice Ordering, Disconnects, Questions, Provisioning, Call Detail, and Address Changes.	703-691-5951 866-541-9791 prompt 1 Ext. 5951 Fax: 703-691-5350
Benny Daniels Customer Care Specialist Billing bldaniels@ems.att.com	Switched Voice & Data Billing Correction, Problems and Questions. Payment Issues. Previous Invoice Copies	703-691-5896 866-541-9791 prompt 1 Ext. 5896 Fax: 703-691-5350
Steven Igbokwe Customer Care Specialist 1 st Level of Escalation / Ordering sigbokwe@att.com	Customer Care Center Escalation Manager Point of Escalation for Project Management and Ordering Processes.	703 691-5977 866-541-9791 prompt 1 Ext. 5977 Fax: 703-691-5977
Nancy Clater Customer Care Specialist 1 st Level of Escalation / Billing nclater@att.com	Supervisor-Switched Voice Billing Correction Problems Questions. Payment Issues	703-277-3616 866-541-9791 prompt 1 Ext. 3616 Fax: 703-691-7076

Vivian Fenwick Customer Care Specialist 2 nd Level of Escalation vfenwick@att.com	Supervisor-Switched Billing and Ordering. Correction, Problems and Questions. Payment Issues.	703-277-7879 866-541-9791 prompt 1 Ext. 7879 Fax: 703-277-2965
Tracy Tribby Customer Care Specialist District Manager 3 rd Level of Escalation tfsmith1@att.com	Customer Care Center District Manager Point of Escalation for all Billing, Accounts Receivable, and Collections.	703 691-5120 866-541-9791 prompt 1 Ext. 5120 Fax: 703-277-3979 Pager: 888 858-7243 PIN: 128170
Steve Robinson Customer Care Specialist 4 th Level of Escalation stephenrobinson.att.com	Customer Care Center Division Manager. Point of Escalation for all Billing and Ordering Issues.	703 691-5522 866-541-9791 prompt 1 Ext. 5522 Fax: 703-691-5350

SWITCHED VOICE & PRIVATE LINE CUSTOMER SERVICE & SUPPORT

State Government Customer Care Center
Billing Questions
Voice & Data Provisioning

***PLEASE SEE ACCOUNT TEAM LIST
FOR NAMES, DIRECT DIAL NUMBERS,
AND EXTENSIONS FOR SUPPORT***

866-541-9791 - Prompt 1

ADDITIONAL REPAIR & TROUBLE CALLS

General Repair/Maintenance 24 Hour Hotline	800-222-1000
Toll Free Fraud Center (Annovance Call Bureau)	800-325-0261
Net Protect - Fraud (PBX, Voicemail)	800-821-8235
Worldnet Trouble Center	888-613-6330
Customer Direct Platform Support Line	800-862-2237
Interactive Advantage Customer Care	800-221-0000
AT&T Digital Link & SDN Customer Care	877 634-8173
T1 & Frame Relay Trouble Reporting	877-288-3499
Advanced Feature Center - 800 Advanced Feature Trouble	800-325-5555
AT&T Local Service Repair	800-829-1011

AT&T STATE OF WA ESCALATION PROCEDURES

1. Verify the problem is AT&T related, if possible.
2. Contact the 800-222-1000 for repair assistance and obtain a trouble ticket number.
3. Wait for at least two hours for repair to diagnose and repair the trouble.
4. If the trouble is not resolved within that time, it should be escalated to the on-duty supervisor within repair.
5. If the trouble is not or cannot be remedied by the supervisor and is an AT&T issue, the Client should immediately contact Victoria Maxwell, FSM, for resolution.
6. If Victoria Maxwell cannot resolve the issue then it should be escalated to Maureen Huff.
7. If Maureen Huff cannot resolve the issue then Gerald Marolda should be contacted directly.

AT&T TOLL-FREE
REQUIRED ORDERING INFORMATION

****The following three items must be included/mentioned
in all Toll-Free orders to insure proper rates and billing****

1. CLID: 07688679402
2. PLID: ZZ600354
3. FID: RTE 20.00

Additional Information Necessary:

- Customer Contact Name, Number and Email Address:
- Company Name:
- Billing Address:
- Location Address:
- Which Tax Exemptions you are entitled to, if any:
- Desired Due Date:
- Advanced Features (yes or no):
- Toll-Free Number or "New":
- MCN (Master Customer Number with AT&T):
- Ring to Number (termination):
- Group Size (how many lines the call will roll over to before the caller receives a busy):
- Pay Phone Blocking (yes or no):
- Service Coverage Area (for example, Washington only, Nationwide or Nationwide plus Canada):
- Published (yes or no - if yes then need all listing info):
- Bill Date: 1st of month
- Call Detail-YES

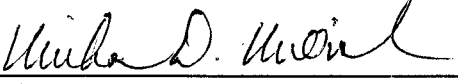
AMENDMENT NUMBER 02-01
to
Contract Number T01-MST-007
for
Toll Free Calling Services

In accordance with Section 23 (Authority for Modifications and Amendments) of Contract Number T01-MST-007 (the "Contract"), this amendment 02-01 ("Amendment") is entered into by and between the State of Washington, Department of Information Services ("DIS") and AT&T Corp. ("Contractor").

Contractor and State agree to amend the contract as follows:

1. Contractor and State hereby agree to delete Schedule A (*Price List*) from the Contract and replace it in its entirety with the Schedule A attached hereto.
2. Contractor and State agree that this Amendment shall be effective as of March 1, 2002.
3. All other provisions, terms and conditions of the Contract, as previously amended, shall remain in full force and effect.

APPROVED
State of Washington
Department of Information Services



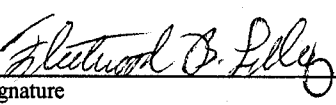
Signature
Michael D. McVicker

Print or Type Name
Assistant Director

Title
3/1/02

Date

APPROVED
AT&T Corp.



Signature
Fleetwood B. Lilley

Print or Type Name
District Manager Contracts

Title
2/22/02

Date